City and County of San Francisco Airport Commission P.O. Box 8097 San Francisco, California 94128

Second Amendment

THIS AMENDMENT (this "Amendment") is made as of **July 23, 2013**, in San Francisco, California, by and between **URS/ECS**, a **Joint Venture** ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Airport Commission or the Commission's designated agent, hereinafter referred to as "**Commission**."

RECITALS

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

WHEREAS, the Commission adopted Resolution Number 11-0145 on June 30, 2011 which authorized the award of said Agreement for the period of August 1, 2011through December 31, 2014; and

WHEREAS, the Commission adopted Resolution Number 12-0164 on July 17, 2012 which authorized the award of the First Amendment to said Agreement for the period of August 2, 2012 through August 31 2013; and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to increase the Agreement amount and term for an additional six (6) month period to February 28, 2014; and

WHEREAS, Commission approved this Modification 2 pursuant to Resolution Number 13-0158 on July 23, 2013; and

WHEREAS, approval for this Amendment was obtained when the Civil Service Commission approved Contract number PSC #4009-11/12 on August 5, 2013; and

WHEREAS, prior modifications were identified as "Agreements," this and future modifications are, and will be, identified as "Amendments"; and

WHEREAS, the Commission desires to modify the Agreement for administrative changes required by recently enacted San Francisco contracting ordinances; and

NOW, THEREFORE, Contractor and the City agree as follows:

1. Definitions. The following definitions shall apply to this Amendment:

a. Agreement. The term "Agreement" shall mean the Agreement dated August 1, 2011 between Contractor and City, as amended by the:

First Amendment, dated July 17, 2012

b. Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. Section 2. Term of the Agreement is hereby amended to extend the term of the contract for a six (6) month period for a new ending date of February 28, 2014.

3. Section 5. Compensation is hereby amended to increase the total compensation payable by an amount not to exceed One Million Two Hundred Thousand Dollars (\$1,200,000) as shown on Appendix B.2 for a new total not to exceed amount of Five Million Five Hundred Eighty-four Thousand Dollars (\$5,584,000).

4. New Section 8. Submitting False Claims; Monetary Penalties is hereby replaced in its entirety to read as follows:

8. Submitting False Claims; Monetary Penalties.

Pursuant to San Francisco Administrative Code §§6.80-6.83, any contractor, subcontractor, supplier, consultant or subconsultant who submits a false claim shall be liable to the City for the statutory penalties set forth in those sections. The text of Sections 6.80-6.83, along with the San Francisco Administrative Code is available on the web entire at: http://www.amlegal.com/nxt/gateway.dll?f=templates&fn=default.htm&vid=amlegal:sanfrancisc o ca. A contractor, subcontractor, supplier, consultant or subconsultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

5. Delete Section 63. Labor Peace / Card Check Rule is hereby deleted in its entirety.

6. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after July 23, 2013.

7. Legal Effect. Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

Appendices

- B.2 Calculation of Charges
- C.2 SFO Terminal 3 Shared Staffing Plan and Budget

CITY CONTRACTOR AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO By: John L. Martin, Airport Director Authorized Signatur Nicholas A. Smyth Vice President Attest: URS Corporation, dba URS Corporation Americas 85665 City Vendor Number By Jean Caramatti, Secretary Airport Commission One Montgomery Street, Suite 900 San Francisco, California 94104 Resolution No: 13-0158 415-547-2552 Adopted on: July 23, 2013 45-2817692 Federal Employer ID Number Approved as to Form: Authorized Signature Dennis J. Herrera **City Attorney** Myrto Xenaki, Ph.D ANOREW PETREAS, PE President Environmental & Construction Solutions By Heather Wolnick 85665 Deputy City Attorney City Vendor Number 290 Division Street, Suite 307 San Francisco, California 94103 415-934-8790 45-2817692 Federal Employer ID Number

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

AIR-550 (7-11)

Page 3 of 3

Contract 9048.9 July 23, 2013, Second Amendment



Appendix B.2 Calculation of Charges

This is Appendix B.2 is attached to, and incorporated by reference in the Agreement made on August 1, 2011 between the City and County of San Francisco, acting by and through its Airport Commission (Commission), and **URS/ECS**, a joint venture (Contractor) providing for construction management oversight and construction management services for Terminal 3 Improvements Program.

A. General

- 1. For the complete and satisfactory performance of the services detailed in Appendix A and Appendix A.1 of this Agreement, the City will pay fees and expenses not-to-exceed **One Million Two Hundred Thousand Dollars (\$1,200,000)** for an additional six (6) months of services.
- 2. No Change
- 3. No Change

B. Method of Payment

No Change

C. Direct Salary Rate and Direct Salary Rate Adjustment

- 1. No Change
- 2. No Change
- 3. The direct labor rates agreed upon at the effective date of the Agreement amendment shall remain effective until February 28, 2014. At lease thirty (30) calendar days prior to the expiration date stated in this paragraph C.3, the Contractor may submit to the Airport Project Manager any request for direct labor rate increases for consideration. The submission of a proposed direct labor rate increase by the Contractor does not constitute an agreement by the Commission that any proposed rate increase will be accepted by the Commission.

D. Billing Rates

No Change

E. Fee

No Change

F. Other Direct Cost (ODC)

No Change

G. Approved Hourly Base Rates

No Change

END OF APPENDIX B.2



San Francisco International Airport URS/ECS JV Terminal 3 Staffing Plan T3 Administrative CM and T3 Checkpoint Project

April 29, 2014 (DRAFT)

Non-stationary in the second second second				Statement in succession					C 1			ANAGEM	ENT SER	VICES														
State of the second	1		Puty	Cest 8-1-13	Cost 8-1-14	Cost 8-1-15	10.5.60	der Auf	2012		Servicion		0.014		2013		5 S. (1997)	1		all and	24.4		1.5		2.00 100	- p bit	2015	A. 1. 101. 1
Pesitipe	Persan	Fami	LEE Burdened	89ru 7-31-14		thru 12-30-15	1 2	3 4		7 4	9 10	11 12	1 21	3 4			10 11	12 1	1 1	4 5			10 11	12 1	12 3	4 5	6 7	
To Checkgoins CM TEAM	Inderes in a lite	Total States	-t- t- them	\$ 1,394,549	Contraction of the	SALASSING AN	dia an	The second second		The state			1.1.1.1	a subservery		Contraction of the local division of the loc			and and	-	- 1 - 1			1	Let	1	1-1-	de l'
оныныныны Маладее	Intan Sweet	AN	169 56	330.633	\$ 340,406	\$ 43,712	1 1			1			11	TT	TT	1.0 10	1.0 10	1.0 10	10 1.0	1.0 1.0	1.0 10	1.0 1.0	1.0 1.0	10 10	1.0 10	1.0 1	1 10 10	05 05
Dersegn Managor	Cites Ofsen	LARS	171.86	3 335,118	\$ 145.621	5 58,731								-++		1.50 1.00	1.90 1.00	1.00 1.00	1.00 1.00	1.00 1.00	1.90 1.00	1.0 1.0	1.0 1.0	7.0 1.0	1.0 2.0	1 1.6 1.	10 10	1.0 1.9
(illuse a regulator	jen Reveta	10	36.56	\$ 188,371	\$ 193,939	\$ 8,313										10 1.0	10 10	1.0 1.0	10 10	1.0 1.0	10 10	10 10	1.0 10	10 10	10 10	10 11	10 1.0	05
Office Englisher	E Hisrue E Landro	URS	66.17	\$ 128,952	\$ 89.573	\$.										1.0 1.0	1.5 10	1.0 1.0	1.0 1.0	1.0 1.0	1.0 1.0	1.0 1.0	1.0 1.0	10 1.6	10 14	1.0	1	TT
MLP (Acadmany	William Dockery	10.5	147.50	\$ 277.704	\$ 238,260	s -										10 10	10 10	1.0 1.0	10 1.0	10 10	10 10	10 10	10 10	10 10	10 10	10 11	0	1
Administrative Toppert 3 IRST SOURCE)	Timy The To	use;	E 68.84	\$ 93,375	1 .	\$.										10 10	10 10	10 20	18 18	10 10	10 10			11			1	
T2 ACM TEAM		di Antonio al al al	alle for the test	\$ 003.896		-11	an month	The state of the	Contractory of the	the state	and party	Strantly 25	0.000	Terita Ma	- Aller	Contraction of the	all a series			-		- about ou	10-11	a contra	O. Chair	STO THE	11 TA 7-7	
Cost Engineer	190	100	120.00	\$ 333,856	\$ 340,788	\$.				1																	18 18	
Special Systems	Akiko Koda	UKS.	139 49	\$ 267.821		\$.										1.0 1.0	10 1.0	10 10	10 10	1.0 1.0	1.0 1.0	10 1.0	1.0 1.0	10 10	1 10 10	10 1	0	TT
f. stamadang	iun Shight	Sayan	x 159.09	\$ 264,000												1.00 1.00	1.00 1.00	1.00 1.00	1.00 1.00	075 075								T
Administrative Support 2005' Statistics ;	160	WUS	x 48.84	\$.	\$ 97.993	\$				1															10 10			
ine when Could of	Xere Turner	Chirros	x 110.65	\$ 724.045	\$ 234,127											1.0 1.0	10 10	1.0 1.0	1.0 1.0	1.0 1.0	10 10	10 1.0	1.0 1.0	1.0 1.0	1.9 1.0	1.4 1	5 1.0 1.0	1.0 1.4
OTHER DIRECT COSTS (ODC)	1		1	\$ \$0.000	\$ \$0,000	\$ 50.000																						
The second se	Marchine Marchine		LS STAFFING COSTI Project Completion		1 2.075740	1 24236	40 40	80 44	64 a0 1	10 00	40 40	28 . 99	04 00	80 00	04 28 0	10 78.0 W.D	10.0 10.0	100 1001	120 100	28 88	44 74			45 85	85 45	23 8	40 40	20 20
Totai 8-1-12 thru 7-31-			LBI		\$ 482,599	\$ \$0,177	-		and a state of the	-	and a second	And in case of the local division of the loc	and the second second	-	A REAL PROPERTY.	and a start start	-		and the second second	And I would be	1	and the second second	And a state of the	1	1000	-		di setta
Total C	ost \$ 8.559,04	na	Cumulative LBI Cumulative LBE 1	4 2 3%													-	-	_	_								
Total Ci	Det \$ 8,559,04			4 23%				1.1.1.1	101		CONCEPT	TUAL SCH	EDULE		2013						2014						2015	
TIEAE PROJECT	ost \$ 8.559,04			4 23%	114478-111		1 2	34	201	2	5		1.2017-23	3 4 1	2013		10 11	12 1	1)	4 3	2014		10 11	112 1	1113	141	2015	
1747 FR 184	ost \$ 8.559,04	48		23%		1	1 2	3 4		2	5		1.2017-23	3 4			10 11	12 1	1 3	4 5		8 9	10 11	12 1	1 3	1.1		
TIEAE PROJECT	ost \$ 8,559,04			23%				3 4		2	5		1.2017-23	3 4			10 11	12 1	1)	4 1		8 9	10 11	12 1	1 3	•		
ESERCE TERAE PROJECT NTP CORNOR PRASE Actomatic Design	ost \$ 8,559,04	10		4 23%				3 4		2	5		1.2017-23	3 4			10 11	12 1	1 3	4 5		1 1	10 11	12 1	1 3	4		
A 2007 TERE PROJECT VTP OCRODY PRABE Anamolik Design Organize Development	ost \$ 8,559,04	**		4 239.				3 4		2	5		1.2017-23	3 4			10 11	12 1	1)	4 5			10 11	12 1	2 3	1411		
TI BAR PROJECT NTP OTSION PRASE Anamuski Daujo- Disige Development Desemusiki Documents	ost \$ 8,559,04			4 23%				3 4		2	5		1.2017-23	3 4			10 11	12 1	1)	4 5		8 9	10 11	12 1	1 3	4		
1:222 State Project NTP Othory Peaks Annumits Double Design Development Construction Documents Construction Prediction	ost \$ 8.559.04			4 23%				3 4		2	5		1.2017-23	3 4			10 11	12 1	1 3	4 5			10 11	12 1	2 3			
TERE PROJECT TERE PROJECT VIP OESION PRASE Artamisti Besign Dividge Development Dividge Development Construction Documents CONSTRUCTION PRASE Vir Construction	ost \$ 6.559.04			4 23%				3 4		2	5		1.2017-23	3 4			10 11	12 1	2 3	4 5			10 11	12 1	2 3			
11 EAE PROJECT NTP OTRICO PARAE Schemits Despin Disign Development Construction Dements Construction Dements Via Carabuttion Hang Level	Cost \$ 8,559,04			4 23%				3 4		2	5		1.2017-23	3 4			16 11	12 1	2 3	4 5			10 11	12 1	2 3	4		
SAE PROJECT STP STP ORMOR PPAAE Anomalia Stamming Stam	Cott \$ 8,559.04			4 238,				3 4		2	5		1.2017-23	3 4			16 11	12 1	2 3	4 3			36 39	12 1	2 3	4		
BIRE RAE PROJECT VIP OTSIDO PARAE Schammis Development Development Construction Douments Construction Douments Pro Cambridge Pro Cambridge Tamp Leval	Cott \$ 8,559.04			< 23%,				3 4		2	5		1.2017-23	3 4			10 11	12 1	1 3	4 5			38 31	12 1	1 3	4		
ALE PROJECT VEP	Det \$ 5,559.04			2 238.				3 4		2	5		1.2017-23	3 4			10 11	12 1	2 3	4 1		8 9	10 11	12 1	2 3	4		
STAR PROJECT T EAR PROJECT NTP OTMON PMARE Transmits Dosaments Construction Documents Construction Prevail Pro-Carathoution Remy Level Consome Level To MRRIOVEMENTS PROJECT	oxt \$ 5.559.04			238.				3 4		2	5		1.2017-23	3 4			10 11	12 1	1 3	4 1		8 9	10 11	12 1	2 3			
13 BAE PROJECT VTP VTP VTP VTP VTP VTP VTP VTP VTP VT	Det \$ 5.559.04			278.				3 4		2	5		1.2017-23	3 4			10 11	12 1	2 3				10 11	12 1	2 3			
1.2 EAE PROJECT IS EAE PROJECT INTP UD/NON PPAAR Datage Datage Design Development Dostge Development Dostge Development Devel	6.559.04			298				3 4		2	5		1.2017-23	3 4			10 11	12 1		-			16 11	12 1	2 3			
13 EAE PROJECT 3 EAE PROJECT 3 EAE PROJECT 3 EAE PROJECT 3 Statements Design Design Development Design Development Design Development Construction PAAE 7 Social Construction Prode Design Prode Design Prode Design Prove Manage Design 13 INPROVEMENTS PROJECT 6 Indeg Design Prove Testing Builder Design Prove Testing Builder	5.559.04			278	**					2	5		1.2017-23	3 4									10 11	92 1	2 3			
13 BAC PROJECT IT EAST PROJECT IT IT OTIMON PRASE Astematis Design Design Development Construction Downlopment Construction Downlopment Construction Downlopment Construction Provide Construction / Cheveot To MERCOVENTION PROJECT Complex Provid Display Disas Transport Complex Provid 15 (March 15 (March 15 Takke Counterel) 15 (March 15 (March 15	6.559.04			< 23%				3 4		2	5		1.2017-23	3 4					2 3	4 5			10 31	12 1				
2.2227 2.222 2.22 2.22 2.22 2.22 2.22 2.22 2.22 2.22 2.22 2.22 2.22 2.22 2.22 2.22 2.22 2.2	Det \$ 5.559.04			< 73% 						2	5		1.2017-23	3 4					2 3				10 11	12 1				
BARA SALA	5.559.04			278						2	5		1.2017-23	3 4									10 11	12 1				
BAE PROJECT STP S	6.559.04			< 73%						2	5		1.2017-23	3 4						4 5		• •	10 11	12 1				
2.2442 PROJECT 172 2.2442 PROJECT 172 075/004 PPAAB 075/004 2.24 2.244	5.559.04			< 73% 						2	5		1.2017-23	3 4						4 1			10 11	12 1				
BARA BROADECT ATP OTSION PRANE Astromatis Baugo Dinaigo Development Construction Download Construction Download Construction Download Construction Download Construction PRANE Pro Catabotedion To Area Construction PRANE To Area Construction To Area To	6.559.04			278						2	5		1.2017-23	3 4								4 9	10 91					

.